

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
JUGERS UNIVERSITY
1989

AGREEMENT

between the

BROOKLAWN EDUCATION ASSOCIATION

and the

BROOKLAWN BOARD OF EDUCATION (Employer)

for the school years

1989 - 1990 1990 - 1991 1991 - 1992



X July 1, 1989 - June 30, 1990

PREAMBLE

This agreement between the Brooklawn Board of Education (hereinafter referred to as the Board) and the Brooklawn Education Association (hereinafter referred to as the Association) on behalf of the members of the bargaining unit employed in the Brooklawn Public School District is entered into as follows:

ARTICLE I - OBJECTIVES OF THIS AGREEMENT

A. The Board and the Association recognize that providing a quality education for the students of the Brooklawn Public School District is their primary aim.

B. To set forth in this agreement salaries, and other terms and conditions for employment for the members of the bargaining unit and to provide orderly and harmonious collective bargaining relations between the parties.

ARTICLE II - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries and other terms and conditions for employment for the teachers covered by this agreement.

B. As used herein, the terms "teachers" shall refer only to all classroom teachers, music teachers, physical education teachers, special education teachers, librarians, art teachers, teachers of gifted and talented, basic skills teachers, speech teachers, school social workers, learning disabilities teacher/consultant, and school nurse, under contract with the Board. References to male teachers shall include female teachers. Teacher aides employed by the Board shall be covered by this agreement with the exception of Article VI, B, C.

ARTICLE III - NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Law of 1974, as amended, in good-faith effort to reach agreement on all matters concerning salaries and other terms and conditions of employment. Such negotiations shall begin for the calendar year following the expiration of this agreement according to the Rules and Regulations of the New Jersey Public Employment Relations Commission.

B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE IV - BOARD OF EDUCATION RIGHTS

A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations (1) to direct employees of the School District; (2) to hire, promote, transfer, assign, and retain employees in positions in the School District, and for just cause, to suspend, demote, discharge or take other disciplinary action against employees; (3) to relieve employees from duty because of lack of work or for other legitimate reasons; (4) to maintain efficiency of the School District operations entrusted to them; (5) to determine the methods, means, and personnel by which such operations are to be conducted; and (6) to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

B. The parties to this agreement agree that the agreement itself constitutes a mutual pledge to resolve all disputes through the grievance and arbitration procedure without termination of the continuity of operations by either party during the tenure of the agreement.

ARTICLE V - GRIEVANCE PROCEDURE

A. Definition of a Grievance:

A. "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this agreement or administrative decisions affecting a teacher or a group of teachers. A grievance may be filed by an individual teacher, a group of teachers or by the Association.

B. Time Limits:

Failure at any step of this procedure to communicate the decision on a grievance within the time limits specified shall permit the grievant to proceed to the next step. Failure of the grievant at any step of this procedure to appeal a grievance to the next step within the time limits specified shall be deemed to be acceptance of the decision rendered at that step. Time limits may be modified by mutual consent of the parties.

C. Rights of Representation:

Any grievant may be represented after Step Two of the Grievance Procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present to state its views at all stages of the grievance procedure.

D. Costs:

Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

E. Procedure:

1. Within two school days of the occurrence of the alleged grievance, the grievant shall discuss the matter informally with the Superintendent.
2. If the matter is not resolved to the satisfaction of the grievant within ten school days, the grievant shall, within ten school days, submit the grievance in writing to the Superintendent. The written grievance shall specify:

- a) the nature of the grievance;
- b) the nature and extent of the injury, loss or inconvenience;
- c) the results of previous discussions and dissatisfaction with decisions previously rendered; and
- d) the relief sought.

The Superintendent shall communicate his/her decision in writing to the grievant within ten (10) school days of the receipt of the written grievance.

3. If the decision of the Superintendent rendered in step two does not resolve the grievance to the satisfaction of the grievant, a written appeal shall be made within five (5) school days to the President of the Board of Education. The grievant shall attach all pertinent documents and materials to such appeal.
4. Within fifteen school days, the President of the Board of Education shall convene a hearing of the Board of Education, or a three person committee of the Board. At such hearing, the grievant shall present such information as is relevant to the grievance. Within ten (10) school days the Board shall render in writing to the grievant its decision regarding the disposition of the grievance.
5. If the decision of the Board of Education rendered in Step Four does not resolve the matter to the satisfaction of the grievant, within five (5) school days, the grievant shall notify the Board of Education of its desire to submit the grievance to arbitration. If the Association determines that the grievance is without merit, it may, by majority vote of the membership, withdraw from the grievance within fifteen (15) school days after receipt of an arbitration request from the grievant.

F. Arbitration:

The following procedure shall be utilized when a grievance shall be submitted for arbitration:

1. Both parties shall make an attempt to secure a mutually acceptable arbitrator.
2. If the parties are unable to agree upon a mutually acceptable arbitrator or are unable to obtain a commitment from a mutually acceptable arbitrator within ten (10) school days, either party may make a request to the American Arbitration Association for selection of the arbitrator. The parties shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. In cases where a mutually acceptable arbitrator is secured, he/she shall be bound by the same rules, except for such portions which require notification of other than the immediate parties concerning the conduct of the grievance.
3. The Arbitrator shall limit himself/herself to the issues submitted to him/her and shall add nothing to, nor subtract anything from the Agreement between the parties, any policy of the Board of Education or make any decision contrary to law.
4. The findings and award of the arbitrator shall be final and binding upon both parties.

ARTICLE VI - TEACHERS' RIGHTS

A. Rights and Protection in Representation. Every teacher shall have the enjoyment of any rights and the protection in representation of Chapter 123, Public Laws of 1974, as amended and other laws of New Jersey or the Constitutions of New Jersey and the United States.

B. Evaluation of Students. The teacher shall maintain the rights and responsibility to determine grades of students within the grading policies of the Brooklawn Public School District, based upon the professional judgement of available criteria pertinent to any given subject area or activity for which the teacher is responsible. Grades may be changed by the Superintendent only after a conference has been held with the teacher issuing the grade.

C. Placement of Students. The teacher shall retain the right to recommend to the Superintendent all social groupings, academic groupings and placement, and referrals for individual testing of students.

D. Preparation Period. Teachers shall have the free use of the time when their regularly scheduled class is scheduled for vocal music class and when their regularly scheduled class is scheduled for one (1) physical education class. Teacher aides will receive four preparation periods each week.

ARTICLE VII - ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association a list of the names and addresses of all teachers, the minutes of all public Board meetings and to make available to the Association other public information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

B. Use of School Buildings. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Superintendent shall be notified in advance of the time and place of all such meetings, and his/her approval shall be required.

C. Use of School Equipment. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof. Approval must first be obtained from the Superintendent. No such equipment shall be removed from the building.

ARTICLE VIII- TEACHER WORK YEAR

A. Prior to March 1 of each school year, the Association shall meet with the Superintendent and submit through him/her to the Board its recommendation for the succeeding year school calendar.

B. The Board, in determining the succeeding school year calendar, shall consider the recommendation of the Association prior to the adoption of the official calendar.

C. The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend additional orientation days) shall not exceed 185 days.

D. The in-school work year shall include days when pupils are in session, orientation days and any other days when teachers attendance is required.

ARTICLE IX - SALARIES AND ASSIGNMENTS

A. Salaries

1. The salaries of all teachers covered by this agreement are set forth in "Scheduled A", which is attached to this agreement and made a part thereof. The salaries for Teacher Aides are set forth in "Schedule B", which is attached to this agreement and made part thereof.
2. Each teacher shall be placed on his/her proper step of salary "Schedule A". Any teacher employed for more than one-half (1/2) school year shall receive credit on the salary schedule for one full year of experience.
3. A service increment of one hundred dollars (\$100.00) shall be granted, commencing with the seventeenth (17th) year of employment and each two years thereafter up to and including the forty-fourth (44th) year of employment by the Brooklawn Board of Education.
4. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
5. Teachers shall receive their final paychecks when they have completed all of their professional responsibilities.
6. As of the 1989 - 1990 school year, a teacher on Step Fourteen of "Schedule A", Teacher's Salary Guide, shall receive the salary listed in the appropriate column and shall have added into such salary an amount equal to six percent (6%) of the salary for the appropriate column of Step Fourteen. As of the 1990 - 1991 school year, the amount shall be equal to seven percent (7%). As of the 1991 - 92 school year, the amount shall be equal to nine and a half percent (9.5%) As applicable the Step Fourteen salary shall have added into in any service increments, prior to the calculations of the six percent additional salary (seven percent as of the 1990 - 1991 school year, nine and one-half percent as as of the 1991 - 92 school year). This provision shall not apply to a teacher that moves from the thirteenth to the fourteenth step.

B. Assignments

All teachers shall be given written notice of their salary schedules and tentative assignments for the forthcoming year, prior to May 1st of each year.

ARTICLE X - TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

Each teacher shall be entitled to twelve (12) days of sick leave in each school year. Unused days shall accumulate according to State Law.

B. Personal Leave

1. Each teacher may have up to three (3) days of leave for personal reasons. Unused personal leave days shall accumulate as sick leave. Requests for personal leave shall be made no less than one day prior to the day of the leave, except in cases when an immediate emergency occurs.
2. Each teacher may be granted three (3) additional days of personal leave at a deduction in salary equal to the cost of a substitute. Any days beyond the three (3) specified herein will be at a deduction of 1/200 of the yearly salary for each day not worked.

C. Death in the Family

For a death in the teacher's family, a leave of absence shall be granted as follows:

1. Five consecutive calendar days (of which one must be the day of the funeral) for the spouse, mother, mother-in-law, father, father-in-law, and son or daughter.
2. Three consecutive calendar days (of which one must be the day of the funeral) for the grandmother, grandfather, brother or sister.

D. Other Leaves

The Board may grant other leaves of absence, without pay for good cause.

ARTICLE XI - INSURANCE

A. Eligibility for Insurance

1. Teachers who are employed on a one-half (1/2) time basis or more are eligible for all medical benefits.
2. Teachers who are employed on at least a two-fifth (2/5) time basis but less than one-half (1/2) time are eligible for prescription coverage only. Teachers who are employed on less than a two-fifth (2/5) time basis are not eligible for any medical benefits.

B. Types of Insurance

1. Health Insurance

The Board shall pay for each teacher and dependents as requested by each teacher, desiring to enroll for such coverage, the full cost of Blue Cross, Blue Shield, Rider J and Major Medical insurance coverage. An employee may elect to receive the Washington National Insurance Company Group Disability Insurance Plan, designated as Plan I, Class E and Plan II and Plan III, in lieu of the above.

2. Prescription Insurance

The Board shall pay each teacher requesting such coverage, the full cost of the Family Prescription Insurance Plan designated as "two dollar (\$2.00) deductible", provided through Pharmaceutical Card System, Inc.

3. Dental Reimbursement

The Board will reimburse each employee up to \$150. maximum in any one school year for dental care to the employee and dependents. Dependents will be covered under the same policies and procedures provided by the Board's Blue Cross/Blue Shield Insurance coverage. Such reimbursement shall be made by the Board after presentation of a paid receipt showing that such dental care was rendered to the employee or his/her dependents.

ARTICLE XII - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board of Education will grant reimbursement for college credits up to one hundred percent (100%) of cost to a maximum of \$600.00 dollars (effective 7/1/87) including the cost of books and fees. Such credits must be beyond initial teacher certification or at the graduate level. If the teacher desires reimbursement for courses completed under this provision, an official college record showing successful completion of the specified courses must be presented to the Superintendent before reimbursement will be made by the Board.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

A. This agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein, and give them full force and effect as Board policy.

B. If any provision of this agreement, or any application of this agreement to any employee or groups of employees is held to be contrary to law then such provisions or applications shall not render the entire contract void or invalid, but all other provisions or applications shall continue in full force and effect.

C. Upon retiring from the Brooklawn Public School District, under the rules of the New Jersey Teacher's Pension and Annuity Fund, or upon ending the employment relationship with the Board as a result of a Board ordered reduction in force, a teacher will be granted by the Board of Education a payment of twenty dollars (\$20.00) for each unused day of accumulated sick leave. Such payments shall be no more than \$3,500.00.

If an employment relationship with the Board is terminated, as a result of a Board ordered reduction in force, the terminated employee may elect to receive payment for accumulated sick leave, or may elect to defer such payment for a period of no more than two calendar years following the date of termination. If the terminated employee is restored to his/her position within the two-year period and has elected to defer payment for accumulated sick leave, the employee may have his/her accumulated sick leave benefit restored, in place of the payment. If the terminated employee is restored to his/her position, within the two year period and has received payment for accumulated sick leave, his/her accumulated sick leave will not be restored.

D. This agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1990 subject to the Association's rights to negotiate over a successor agreement as provided in Article III. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective presidents and attested to by their respective secretaries.

BROOKLAWN BOARD OF EDUCATION

BROOKLAWN EDUCATION ASSOCIATION

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____

DATE: _____

DATE: _____

BROOKLAWN TEACHER'S SALARY GUIDE
SCHEDULE "A"

1989 - 1990

STEP	BACH.	B + 15	B + 30	MAST.	M + 15	M + 30
1	22245	22595	22895	22395	23695	23995
2	22645	22995	23295	23795	24095	24395
3	23045	23395	23695	24195	24495	24795
4	23445	23795	24095	24595	24895	25195
5	23945	24295	24595	25095	25395	25695
6	24445	24795	25095	25595	25895	26195
7	24945	25295	25595	26095	26395	26695
8	25645	25995	26295	26795	27095	27395
9	26345	26695	26995	27495	27795	28095
10	27045	27395	27695	28195	28495	28795
11	27845	28195	28495	28995	29295	29595
12	28645	28995	29295	29795	30095	30395
13	29845	30195	30495	30995	31295	31595
14	31245	31595	31895	32395	32695	32995

BROOKLAWN TEACHER'S SALARY GUIDE
SCHEDULE "A"

1990 - 1991

STEP	BACH.	B + 15	B + 30	MAST.	M + 15	M + 30
1	23070	23420	23720	24220	24520	24820
2	23670	24020	24320	24820	25120	25420
3	24270	24620	24920	25420	25720	26020
4	24870	25220	25520	26020	26320	26620
5	25470	25820	26120	26620	26920	27220
6	26170	26520	26820	27320	27620	27920
7	26870	27220	27520	28020	28320	28620
8	27570	27920	28220	28720	29020	29320
9	28370	28720	29020	29520	29820	30120
10	29170	29520	29820	30320	30620	30920
11	30070	30420	30720	31220	31520	31820
12	30970	31320	31620	32120	32420	32720
13	32170	32520	32820	33320	33620	33920
14	33570	33920	34220	34720	35020	35320

BROOKLAWN TEACHER'S SALARY GUIDE
SCHEDULE "A"

1991 - 1992

STEP	BACH.	B + 15	B + 30	MAST.	M + 15	M + 30
1	24085	24435	24735	25235	25535	25835
2	24785	25135	25435	25935	26235	26535
3	25485	25835	26135	26635	26935	27235
4	26185	26535	26835	27335	27635	27935
5	26985	27335	27635	28135	28435	28735
6	27785	28135	28435	28935	29235	29535
7	28585	28935	29235	29735	30035	30335
8	29385	29735	30035	30535	30835	31135
9	30285	30635	30935	31435	31735	32035
10	31185	31535	31835	32335	32635	32935
11	32085	32435	32735	33235	33535	33835
12	32985	33335	33635	34135	34435	34735
13	34185	34535	34835	35335	35635	35935
14	35685	36035	36335	36835	37135	37435

AIDE SALARY GUIDE - 1989 - 1990
SCHEDULE "B"

Step	0 - 60 Cr.	60 Cr.	90 Cr.	Cert.
1	6700	7955	9430	10800
2	7000	8255	9730	11100
3	7300	8555	10030	11400
4	7700	8955	10430	11800
5	8100	9355	10830	12200
6	8500	9755	11230	12600
7	8900	10155	11630	13000
8	9300	10555	12030	13400
9	9700	10955	12430	13800
10	10100	11355	12830	14200
11	10500	11755	13230	14600
12	10900	12155	13630	15000

AIDE SALARY GUIDE - 1990 - 1991
SCHEDULE "B"

Step	0 - 60 Cr.	60 Cr.	90 Cr.	Cert.
1	7000	8455	9950	11250
2	7300	8755	10250	11550
3	7600	9055	10550	11850
4	8000	9455	10950	12250
5	8400	9855	11350	12650
6	8800	10255	11750	13050
7	9200	10655	12150	13450
8	9700	11155	12650	13950
9	10200	11655	13150	14450
10	10700	12155	13650	14950
11	11200	12655	14150	15450
12	11800	13255	14650	16050

AIDE SALARY GUIDE - 1991 - 1992
SCHEDULE "B"

Step	0 - 60 Cr.	60 Cr.	90 Cr.	Cert.
1	7260	8900	10440	12000
2	7560	9200	10740	12300
3	7960	9600	11140	12700
4	8360	10000	11540	13100
5	8760	10400	11940	13500
6	9160	10800	12340	13900
7	9660	11300	12840	14400
8	10160	11800	13340	14900
9	10660	12300	13840	15400
10	11260	12900	14440	16000
11	11860	13500	15040	16600
12	12460	14100	15640	17200

After 12 add 2.5%